

Panaji, 14th June, 2018 (Jyaistha 24, 1940)

SERIES II No. 11

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are three Extraordinary issues to the Official Gazette, Series II No. 10 dated 07-06-2018 as follows:—

- (1) *Extraordinary dated 07-06-2018 from pages 203 to 204 regarding Notice of Election and Public Notice from Department of Panchayati Raj & Community Development.*
- (2) *Extraordinary (No. 2) dated 08-06-2018 from pages 205 to 206 regarding Order & Notification from Department of Elections.*
- (3) *Extraordinary (No. 3) dated 13-06-2018 from pages 207 to 210 regarding Order & Notifications from Department of Elections.*

GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

Order

No. 8/121/2018-19/D.Agri/60

Ref.: Order No. 8/121/2015/Depu-ATMA/D.Agri/213 dated 11-01-2018.

Government is pleased to curtail the deputation period of Shri Girish A. Kenkre, against the post Deputy Project Director (ATMA-South), in the pay scale of PB-III Rs. 15,600-39,100+5,400 Grade Pay in the pay matrix at level 10 and repatriated him back to this Department.

Upon repatriation, Shri Girish A. Kenkre is posted as Agriculture Officer (South-I), District Agriculture Office, South, Margao in place of Smt. Vaibhavi Dessai who is transferred to District Agriculture Office, North, Tonca-Caranzalem, Goa.

By order and in the name of the Governor of Goa.

Nelson X. Figueiredo, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 04th June, 2018.

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. 8/1/FISH/TS II/SZ/2017/RCS/893

- Read: 1) Show Cause Notice No. 17-242-2006/ARSZ/FISHERIES/212 dated 21-4-2017.
- 2) This office Order No. 8/1/FISH/TS-II/SZ/2017/RCS/668 dated 19-05-2017 appointing a Committee of Administrator in terms of Section 67A(1) of the Goa Co-operative Societies Act, 2001 to streamline the affairs of the South Goa Mechanized Boat Owners Co-op. & Marketing Society Ltd., Cutband, Velim, Salcete-Goa.
- 3) Letter No. SGMBOCM/SL/COA/13 dated 20-11-2017, received from Chairman of Committee of Administrator of the South Goa Mechanized Boat Owners Co-op. & Marketing Society Ltd., Cutband, Velim, Salcete-Goa.
- 4) This office Order No. 8/1/FISH/TS-II/SZ/2017/RCS/3829 dated 29-12-2017 extending the term of Committee of Administrator.

In exercise of powers vested in me under Section 67A(1) of the Goa Co-operative Societies Act, 2001, I, Sanjiv M. Gadkar, Registrar of Co-op. Societies, Government of Goa, hereby extend the term of Committee of Administrators appointed vide Order referred to at Sr. No. 2, hereinabove for another period of six months with retrospective effect from 23-05-2018 or till constitution of full fledged Board of Directors with due process of law, whichever is earlier.

By order and in the name of the Governor of Goa.

Sanjiv M. Gadkar, Registrar (Co-op. Societies).

Panaji, 4th June, 2018.

Department of Finance
Revenue & Control Division

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Notification

No. 38/1/2017-Fin(R&C)(59)

In exercise of the powers conferred by Section 99 of the Goa Goods and Services Tax Act, 2017, read with the rules made thereunder, the Government of Goa hereby constitutes the Goa Appellate Authority for Advance Ruling consisting of the following officers as it's members, namely:-

- (a) Commissioner of State Tax, Goa State.
- (b) Chief Commissioner of Central Tax, Pune Zone.

This Notification shall come into force with immediate effect.

By order and in the name of the Governor of Goa.

Sushama D. Kamat, Under Secretary, Finance (R&C).

Porvorim, 11th June, 2018.

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Department of Labour

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Notification

No. 28/3/2018-LAB/Part-II/356

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 25-04-2018 in Case No. A-IT/19/11 in reference No. IT/04/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 30th May, 2018.

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IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT

GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Case No. A-IT/19/11
in
Ref. No. IT/04/07

M/s Hindustan Unilever Limited,
Plot Nos. 128-139 & 324-326,
Kundaim Industrial Estate,
Kundaim, Goa-403 115. ... Applicant

V/s

Mr. Yogesh Amonkar,
Emp. No. 134,
Dignem, Vithalnagar,
Surla, Goa 403 505. ... Opponent

Applicant represented by Ld. Adv. Shri G. K. Sardessai.

Opponent represented by Shri Subhash Naik Jorge.

AWARD

**(Delivered on this the 25th day of the month
of April of the year 2018)**

This is an application filed by the Applicant under Section 33(2)(b) of the Industrial Dispute Act, 1947.

2. Briefly stated, the case of the Applicant is as follows:

The Applicant is a Company registered under Companies Act, 1956. The Opponent was employed with the Company as a workman. The Opponent was issued a Show-cause Notice dated 18-02-2011 alleging various misconducts and requiring him to submit his explanation, if any. The Opponent submitted the explanation dated 05-03-2011 and the management did not find it satisfactory and he was charge-sheeted vide letter dated 20-4-2011. The Opponent was entitled for earned leave at the rate of one day for every 20 days of attendance as per the provisions of Factories Act, 1948 for first 240 days of attendance and thereafter it would accrue at the rate of one day for every 12 days worked on which he has earned full wages during a calendar year; causal leave of 8 days in a calendar year and he is also eligible for 3 days sick leave in a calendar year subject to sanction by the superiors.

3. The Opponent was habitually and frequently absenting from duties without any authorization from his superiors continuously for many days, from time to time. The attendance record indicates that he had remained unauthorizedly absent for about 183 days from 01-12-2009 to 31-03-2011 as indicated in the table mentioned in Para 3 of the Claim statement. The Opponent has been orally and in writing counseled on 14-07-2010, 13-12-2010 and 8-3-2011 for said unauthorized absence and issued advisory letters dated 9-3-2011 and 5-4-2011 and was issued a show-cause notice dated 18-02-2011. The Opponent has been severally informed about

their concerns regarding his attendance which is not consistent with the philosophy of the Company and as expected from his position. The Opponent had given reasons on some occasions like "met with an accident-operated", "Father not well", "Payment not sufficient" and "Leg fractured" which are not substantiated by the Opponent.

4. The Opponent has not shown any improvement in his attendance record despite of repeated counseling and has been habitually remaining absent without any authorization during periods prior to periods mentioned in the said table for which he has been served warning dated 22-05-2006, Show-cause Notice dated 22-5-2007, Written Notices dated 18-12-2007, 14-12-2009 and 13-11-2008 and Final Notice dated 16-5-2009. The Opponent despite all the opportunities given to him for well over 5 years to improve his attendance has willingly ignored the warnings, written notices and have continued his habitual unauthorized absence. The Opponent has grossly neglected his work/duties by remaining habitually and unauthorisedly absent on so many occasions, not only upsetting and disrupting the production plans in particular but also, adversely affecting the discipline of working in the Department. The act of misconduct on the part of Opponent is serious and of grave nature warranting appropriate disciplinary action against him.

5. The management conducted an enquiry into the above charges by the Enquiry Officer, Shri A. M. Gaikwad in an impartial manner and every opportunity was given to the Opponent to defend the charges leveled against him and the Opponent fully participated in the enquiry. The Enquiry Officer submitted his findings dated 16-5-2011 and after appreciating the evidence on record held the Opponent guilty of the charges. The Applicant considered the proceedings of the enquiry and the findings of Enquiry Officer dated 16-5-2011 and concurred with the same. The management considered the past record of the Opponent and did not find any extenuating circumstances. The Opponent was served with a show-cause notice dated 20-6-2011 as to why he should not be dismissed from service. The Opponent filed his reply dated 4-7-2011. The Applicant after carefully perusing the contents of the said reply and going through the proceedings of the enquiry and the findings of the Enquiry Officer did not find the explanation satisfactory in view of gravity of proved misconduct and considering that the Opponent had remained on unauthorized absence for 64 days since 1-4-2011 till 26-7-2011 in addition to the charge sheeted period and had remained on

unauthorized absence for a total of 374 days since January 2007 till 26-7-2011, the Applicant decided to dismiss the Opponent from service and accordingly, dismissed the Opponent vide letter dated 26-11-2011. Hence, the application.

6. In the Written statement, the Opponent has claimed that he has been working as a permanent workman of the Applicant Company for a decade and is governed under the provisions of Certified Standing Orders of the Company. The action of the Applicant in dismissing the Opponent from service is illegal and unjustified. The enquiry conducted by the Applicant was in violation of principles of natural justice and the charges leveled have not been proved. The punishment of dismissal imposed on the Opponent is too harsh, severe and disproportionate to the charges leveled against him.

7. Rejoinder to the written statement of the Opponent came to be filed by the Applicant denying the case put forth by the Opponent.

8. Based on the above averments of the respective parties, the following issues were framed at Exb. 7.

- 1) Whether the Applicant proves that the domestic enquiry held against the Opponent is fair and proper?
- 2) Whether the Applicant proves that the charges of misconduct are proved prima-facie against the Opponent?
- 3) Whether the Applicant proves that the order of dismissal passed against the Opponent is just and proper?
- 4) Whether the Opponent proves that the authorized signatory has no authority to move the present application and only the Factory Head i.e. the Factory has been powers to move the application on behalf of the company?
- 5) Whether the approval be accorded u/s 33(2)(b) of I.D. Act to the action of the Applicant of dismissing the Opponent from the service?
- 6) What Award?

9. It is a matter of record that preliminary issues No. 1 and 2 were answered vide Order dated 17-3-2017 at Exh. 20 and held that domestic enquiry initiated against the workman, Shri Yogesh Amonkar is fair and proper. It was also observed that the charges of misconduct leveled against Opponent by Applicant are proved to the satisfaction of the Tribunal.

10. The Applicant in support of issues Nos. 3, 4, 5 and 6 has examined Shri Dhiraj Kumar Singh and produced on record affidavit in evidence at Exh. 22. He also produced a copy of letter of authorization dated 1-7-2011 at Exh. 23 and a copy of extract of the meeting of BOD along with Power of Authority dated 25-5-2010 at Exh. 24 coll. The Opponent has not examined any witnesses.

11. Heard arguments. Notes of Written arguments came to be placed on record by the Opponent.

12. I have gone through the records of the case and have duly considered the arguments advanced. My answers to the above issues are as follows:

Issue No. 3	...	In the Affirmative.
Issue No. 4	...	In the Negative.
Issue No. 5	...	In the Affirmative.
Issue No. 6	...	As per Final order

REASONS

Issues Nos. 3, 4, 5 & 6:

13. Ld. Adv. Shri G. K. Sardesai for Applicant has submitted that the Opponent has been habitually remaining absent without any authorization and despite all the opportunities given to him for well over five years to improve his attendance, he has willingly ignored the warnings, written notice and had grossly neglected his duties not only absenting and disrupting the production plan in particular but adversely affecting the discipline of working of the department, due to which the production activities have suffered from time to time and the act of misconduct on the part of Opponent is very serious and of grave nature warranting disciplinary action against him. He further submitted that the enquiry was conducted in an impartial manner and every opportunity was given to the Opponent to defend the charges leveled against him and he fully participated in the enquiry and after considering the past record of the Opponent and the findings of the Enquiry Officer and the other documents, the Applicant dismissed the Opponent with effect from 26-11-2007 and the action taken by the Applicant is therefore fair and proper. In support thereof, he relied upon the case of **(i) Hombe Gowda Educational Trust and Anr. vs. State of Karnataka and Ors. (2006) 1 SCC 430.**

14. Per contra, Shri Subhash Naik Jorge for the Opponent has submitted that the punishment of dismissal imposed on the Opponent is highly unjust and disproportionate taking into account the facts and circumstances of the case and also allegation levelled in the chargesheet and/or evidence on

record of the enquiry proceedings and taking into account the past records of the workman. He further submitted that after introduction of Section 11-A of the Industrial Disputes Act, the Tribunal has wide powers to set aside the punishment of dismissal and re-appreciate the evidence on record and give lesser punishment and/or compensation taking into accounts the facts and circumstances of the case. He further submitted that it is a fit case where dismissal ought to be set aside and proportionate lesser punishment be imposed in the interest of justice and in support thereof, he relied upon the cases of **(i) Rajinder Kumar Kindra vs. Delhi Administration through Secretary (Labour) and Ors, 1985 SCR (1) 866 and (ii) Senapathy Whiteley Ltd. vs. Karadi Gowda and Another, (1999) 9 SCC 259.**

15. Admittedly, vide Award(Part) dated 17-3-2017 while answering issues No. 1 and 2, it was held that the enquiry conducted against the Opponent is fair, proper and just and that the charges leveled against the Opponent are proved to the satisfaction of the Tribunal. It was alleged by the Applicant that the Opponent was habitually and frequently absenting from duties without any authorization and that the Opponent had been orally as well as in writing counseled for the said unauthorized absence and issued advisory letters as well as show cause notice and also informed about their concerns regarding his attendance which is not consistent with the philosophy of the company and as expected from his position and inspite of that he had not shown any improvement in his attendance record and has been habitually remaining absent without any authorization over a period of five years and had ignored the warnings, written notices and have continued his habitual unauthorized absence and has grossly neglected his duty not only upsetting and disrupting the production plans but also affecting the discipline of the working in that department.

16. It is well settled that the discretion which can be exercised by the Tribunal under Section 11-A of Industrial Disputes Act in interfering with the quantum of punishment awarded by the management, where the workman concerned is found guilty of misconduct, is available only on the existence of certain factors, like punishment being disproportionate to the gravity of misconduct so as to disturb the conscience of the Court, or the existence of any mitigating circumstances which require the reduction of sentence or the past conduct of the workman and in the absence of such factors existing, the Tribunal cannot by way of sympathy alone exercised the power under

Section 11-A of the Act and reduce the punishment as held in the case of **Mahindra and Mahindra Ltd. vs. N. B. Narawade, 2005 I CLR 803 SC**. The jurisdiction to interfere with the punishment when it is a discharge or dismissal can be exercised by the Court only when it is satisfied that the discharge or dismissal is not justified or that it finds that the punishment imposed is shockingly disproportionate to the charges proved. Punishment of termination can be said to be disproportionate, if it would appear unconscionable and actuated by malice. The jurisdiction vested with the Court to interfere with the punishment is not to be exercised capriciously or arbitrarily. It is also well settled that when charges proved are grave vis-à-vis the establishment, interference with the punishment of dismissal is not justified. In short, the jurisdiction to interfere with the punishment should be exercised only when the punishment is shockingly disproportionate to the charges proved or that it is unconscionable and actuated by malice as held in the case of **L&T Komatsu Ltd. vs. N. Udayakumar, 2008 I CLR 978**.

17. The Opponent has not led any evidence to prove that the punishment of dismissal imposed on him is unjust and disproportionate taking into the facts and circumstances of the case as well as the allegations leveled against him or that it is a fit case where dismissal ought to be set aside. There are no allegations made against Applicant that the punishment is harsh or disproportionate to the misconduct committed by him having regard to the past record. On the contrary, the Opponent has accepted the charges regarding absenteeism and that he received various advisory letters from the management and that he tried to improve his attendance but he did not improve. He also admitted that he was given last opportunity to improve his attendance, which clearly shows that he was given several opportunities to improve his attendance but in spite of that he was habitually absent without any improvement. The prolonged absence coupled with the past record shows that the workman does not deserve any leniency. Moreover, when disciplinary proceedings have been initiated and findings of fact have been recorded in such enquiry, they cannot be interfered with unless findings are based on no evidence or are perverse. The past record of Opponent is so bad that it is impossible to show any leniency to the workman and that it will amount to misplaced sympathy which would be premium over wrong doings of not coming to work, which is the prime duty of the Opponent.

18. There is therefore the order of dismissal passed against the Opponent is just and proper and the action of the management in dismissing Opponent is legal and the punishment is proportionate considering the gravity of misconduct and his past record, which is in terms of law. The reliance placed by Shri Subhash Naik Jorge on the cases referred above is not applicable as the said cases turned on its own facts. The Opponent has not made out any case nor shown that the punishment has been disproportionate, arbitrary, perverse or actuated by malice or that it is shockingly harsh nor it is shown the authorized signatory has no authority to move the present application and that only the Factory Head i.e. the Factory has powers to move the application on behalf of the company and therefore, approval has to be accorded under Section 33(2)(b) of the Industrial Disputes Act to the action of the Applicant of dismissing the Opponent from service. It is therefore, above issues are answered in the negative.

19. In the result, I pass the following:

ORDER

- (i) The application for approval filed by Applicant stands granted.
- (ii) Consequently, approval is accorded to the action of the Applicant in dismissing the Opponent from service vide order dated 26-11-2011 as contemplated under Section 33(2)(b) of Industrial Disputes Act, 1947.
- (iii) Inform the Government accordingly.

Sd/-

(Vincent D'Silva),
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/3/2018-LAB/Part-II/357

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 25-04-2018 in reference No. IT/69/03 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of
Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 30th May, 2018.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURTGOVERNMENT OF GOA
AT PANAJI**(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)**

Ref. No. IT/69/03

Workmen,

Rep. by Gomantak Mazdoor Sangh,
Shetye Sankul, 3rd Floor,
Tisk, Ponda, Goa.

... Workmen/Party I

V/s

M/s Sky Pack Plantation Pvt. Ltd.,
Mandrem, Shachee,
Bhatelem, Mandrem,
Pernem, Goa.

... Employer/Party II

Workmen/Party I represented by Ld. Adv. Shri S. P.
Gaonkar.Employer/Party II represented by Ld. Adv. Shri G.
K. Sardessai.

AWARD

**(Delivered on this the 20th day of the month
of April of the year 2018)**

By Order dated 21-10-2003, bearing No. 28/43/
/2003-LAB, the Government of Goa in exercise of
powers conferred by Section 10(1)(d) of the
Industrial Disputes Act, 1947 (for short The Act),
has referred the following dispute to this Tribunal
for adjudication.

“(1) Whether the action of the management of
M/s Sky Pack Plantation Pvt. Ltd., Mandrem,
Pernem-Goa, in refusing employment to the
following workmen with effect from 9-6-2003,
is legal and justified?

- (1) Mr. Jayendra Sawant, Labourer.
- (2) Mr. Sudhakar S. Shetye, Labourer.
- (3) Mr. Vidhyadhar S. Shetye, Labourer.
- (4) Mr. Bharat S. Shetye, Labourer.
- (5) Mr. Deepak A. Sawant, Labourer.
- (6) Mr. Arjun D. Kerkar, Labourer.
- (7) Mr. Dilip R. Deolkar, Labourer.
- (8) Mr. Dyaneshwar N. Haldankar, Labourer.
- (9) Mr. Ramakant M. Korgaonkar, Labourer.
- (10) Mr. Rajendra S. Sonurlekar, Labourer.
- (11) Mr. Yeshwant V. Morudkar, Labourer.
- (12) Mrs. Baya S. Sonurlekar, Labourer.
- (13) Mrs. Laxmi Y. Morajkar, Labourer.
- (14) Mrs. Sarita H. Sawant, Labourer.
- (15) Mrs. Indira M. Talwar, Labourer.
- (16) Mrs. Neerabai V. Shetye, Labourer.

- (17) Mrs. Mali C. Shetye, Labourer.
- (18) Mrs. Sukhada L. Sawant, Labourer.
- (19) Mrs. Bhima S. Kanolkar, Labourer.
- (20) Mrs. Milan C. Korgaonkar, Labourer.
- (21) Mrs. Meera Govind Shetye, Labourer.
- (22) Mrs. Yeshashri Sawant, Labourer.
- (23) Mr. Gopal Dabhale, Labourer.

(2) If not, to what relief the workmen are
entitled?”

2. On receipt of the reference, it was registered
as IT/69/2003 and registered A/D notices were
issued to both the parties. Upon appearance,
Party I filed a Claim statement at Exh. 3 and
Party II filed a Written statement at Exh. 6.

3. In short, the case of Party I in the claim
statement is that the Party II is a company having
its plantation at Shachee, Bhatelem, Mandrem,
Pernem. The Party I is a registered Trade Union and
is representing all the employees of Party II. In the
first week of June 2003, all the workmen employed
by Party II have joined the Gomantak Mazdoor
Sangh and on information of the workers joining
the Union, the Party II started threatening the
workmen to leave the Union and when their
attempts failed, the services of 23 workmen were
illegally terminated by refusing to allow them to
resume duty on 9-6-2003. The Party I workmen then
approached the Union and vide letter dated
9-6-2003 addressed to Assistant Labour
Commissioner, Mapusa sought immediate
intervention in the matter and on receipt of the
complaint, the Assistant Labour Commissioner
called both the parties for joint discussion on
several occasions but due to adamant attitude of
the employer, settlement could not be arrived at
and the matter ended in a failure.

4. The management of M/s Sky Pack Plantation
Pvt. Ltd. has developed a very big farm in the
Village Mandrem of about 9,00,000 Sq. mts. and has
planted more than 6,000 Arecanut trees, more than
2,000 Coconut trees, more than 1,000 Pineapple
trees, 700 Mango trees, 300 Papaya trees and more
than 500 Banana trees. Besides, there are medicinal
plants and other trees. The Party I workmen were
engaged in the said plantation for carrying out
manual work such as digging the soil, cultivating
the plants, watering, giving fertilizer, pesticide and
other medicines and besides the above work, they
were also doing the work of cleaning of bushes,
operating the pumps, watering the plants,
collecting the fruits and other farm work and all
the workers were reporting every day and the duty
hours were from 8.00 a.m. to 12.00 noon and from
1.30 p.m. to 5.30 p.m. and that their attendance

were marked and were paid monthly. The workmen were working continuously from the date of joining till the date of refusal of employment and have worked for more than 240 days before the refusal of their employment. The management has not conducted any enquiry nor issued any memo or chargesheet for any misconduct nor offered any retrenchment compensation and notice pay in accordance with the provision of Industrial Disputes Act. The action of the management in refusing the employment is illegal, unjustified and bad in law. The workmen are unemployed and are undergoing hardship due to unemployment. Hence, the reference.

5. In the written statement, Party II has claimed that Party I workmen are not "workman" as defined under Section 2(s) of the Industrial Disputes Act. There is no employer-employee relationship between Party I and Party II. There is no termination of service of Party I by Party II. The said property under Survey No. 99/0 was acquired by Party II and the part of the said property was developed by making the land able for plantation, cultivation and growth of various kinds of trees. The Party II entrusted the operations in the plantation area to specified contractors who engaged on the roll as labourers on daily wages depending upon the job. The contractors paid their wages, exercised disciplinary control over them, distributed work and performed such other duties and obligations in relation to such workers. None of the persons referred to in the reference were engaged by them for carrying out manual work such as digging the soil, etc. The Party II had not retrenched the workmen in the reference and therefore the question of payment of any retrenchment compensation and notice pay in accordance with the provision of Industrial Disputes Act does not arise. There is no refusal of employment and therefore there is no requirement of conducting enquiry or paying legal dues to Party I workmen.

6. In the rejoinder at Exh. 7, the Party I denied the case put forth by Party II in written statement. It is claimed that the Party II directly engaged the Party I workmen and the workmen in reference did all the cultivation and their maintenance. The Party II has admitted in the Civil Suit that the workmen were engaged by Party II and the Civil Judge, Junior Division, Pernem requested the Commissioner, Labour and Employment on 9-6-2003 to intervene in the matter of illegal refusal of employment to 23 workmen by Plaintiff Company.

7. Issues that came to be framed at Exh. 8 are as follows:

- (1) Whether the Party I/Union proves that the workmen were employed with the Party II at its farm situated at Mandrem, Pernem, Goa?
- (2) Whether the Party I/Union proves that the workmen were refused employment by the Party II with effect from 09-06-2003 in violation of the provisions of Sec. 25-F of the I.D. Act, 1947?
- (3) Whether the Party I/Union proves that the action of the Party II in refusing employment to the workmen w.e.f. 09-06-2003 is illegal and unjustified?
- (4) Whether the Party II proves that the workmen are not "Workman" as defined under Sec. 2(s) of the I. D. Act, 1947?
- (5) Whether the Party II proves that the dispute referred is not an industrial dispute?
- (6) Whether the Party I is entitled to any relief?
- (7) What Award?

8. In support of the case, Party I examined Shri Puti Gaonkar, General Secretary of the Union and produced on record a copy of Unionization letter dated 9-6-2003 signed by 23 workmen at Exh. W-1 and a copy of letter dated 9-6-2003 of dispute raised by the Union at Exh. W-2. The Party I also examined Shri Jayendra L. Sawant as second witness and produced on record a copy of certificate dated 5-4-2000 at Exh. 17. On the other hand, Party II examined Shri Jitendra Deshpabhu who has filed affidavit in evidence. The Party I produced on record through the said witness a copy of Order dated 17-12-2004 passed by the Hon'ble High Court in W. P. No. 202/2004 at Exh. 23, a copy of certificate dated 5-4-2000 issued by Shri H. Y. Karapurkar at Exh. 24 and a copy of minutes of proceedings held before Assistant Labour Commissioner, Mapusa at Exh. 25.

9. Heard arguments. Notes of Written arguments came to be placed on record by Party I as well as Party II.

10. I have gone through the records of the case and have duly considered the arguments advanced. My answers to the above issues are as follows:

- | | | |
|-------------|-----|----------------------------|
| Issue No. 1 | ... | Partly in the Affirmative. |
| Issue No. 2 | ... | Partly in the Affirmative. |
| Issue No. 3 | ... | Partly in the Affirmative. |
| Issue No. 4 | ... | Partly in the Affirmative. |
| Issue No. 5 | ... | In the Negative. |

Issue No. 6 ... As per Final order.
Issue No. 7 ... As per Final order.

REASONS

Issue No. 1 & 4:

11. Ld. Adv. Shri S. P. Gaonkar for the Party I has submitted that all the workmen were employed with the Party II on their plantation and were illegally terminated without following due process of law as they joined Gomantak Mazdoor Sangh. He further submitted that careful reading of para 2 and 3 of the written statement establishes that all the workers in the plantation were directly employed by Party II. The denial in para 2 and 3 of the written statement is not specific and is nothing but imaginary which proves employment of Party I at the plantation. The Party I have also produced on record a certificate dated 5-4-2000 of one Jayendra Sawant which shows that Party I were engaged by Party II to work on their plantation. He further submitted that the Party I in the claim statement has mentioned the duties that were being carried out by the workmen at the plantation and that they were paid monthly which shows that the Party I workmen were directly employed by Party II. The wage register and attendance register are always with Party II. He further submitted that there should be only material and not evidence as required by the Evidence Act. In support of his contention, he relied upon the cases of (i) **Ananda Bazar Patrika Ltd. vs. The State of West Bengal & Ors. (2016) 3 CLR 192** and (ii) **Food Corporation of India Workers' Union vs. Food Corporation of India and Another, (1996) 9 SCC 439**.

12. Per contra, Ld. Adv. Shri G. K. Sardessai has submitted that Party II has entrusted the operation in the plantation area to specialized contractors who engaged labourers on daily wages depending upon the job and the contractor paid their wages, exercised disciplinary control over them and distributed the work and performed such other duties and obligations in relation to such workers. He further submitted that Party I workmen were never engaged by them and that burden of proving employer-employee relationship is on the Party I who set up a plea of existence of relationship of employer and employee and the question whether the relationship between the parties is one of employer and employee is a pure question of fact which has to be proved by the Party I workmen and in support thereof, he relied upon the cases of (i) **Workmen of Nilgiri Co-op. Mkt. Society Ltd. vs. State of T. N. and Others, (2004) 3 SCC 514** and (ii) **Nirtubai Jayantilal Mahule (Smt.) vs. Head Master & Ors., 2014(6) Bom.C.R. 425**.

13. It is well settled as held in the case of **Food Corporation of India Workers' Union**, supra, that there should be only 'material' and not 'evidence' as required by the Evidence Act. The phrases in the Evidence Act viz. "duly proved", "legally proved", or proved "beyond reasonable doubt" is not required under Industrial Disputes Act in the matter of marshalling or considering the material placed before it. The only question is whether on weighing the probabilities, the material placed by the Party was acceptable or rendered probable. There also cannot be any dispute as held in the case of **Ananda Bazar Patrika Ltd.** supra, that the definition of 'workman' in the Act of 1947 is an inclusive definition. Every person employed in an industry for a consideration is to be considered as a workman for the purposes of the Industrial Disputes Act, 1947 save and except the categories of persons specified to be exempted from the purview of such section. To come within the definition of 'workman' under Section 2(s) of the Industrial Disputes Act, 1947, a person has to establish that there is a relationship of master and servant or in other words employer-employee relationship and such relationship must be for a consideration.

14. It is well settled that burden of proof is on the workman to establish employer-employee relationship and where a person asserts that he is a workman of the company and it is denied by the company, it is for him to prove the fact and not for the company to prove that he was not an employee of the company but of some other person. The relevant factors to be taken into consideration to establish an employer-employee relationship as held in the case of **M/s. Bhilai Engineering Corp. vs. Pragatisheel Engineering, passed in Writ Petition No. 5167 of 1999 on 11-5-2016 by the Hon'ble Chhattisgarh High Court** would include, inter alia: (i) who appoints the workers; (ii) who pays the salary/remuneration; (iii) who has the authority to dismiss; (iv) who can take the disciplinary action; (v) whether there is continuity of service and (vi) extent of control and supervision i.e. whether there exists complete control and supervision.

15. Having regard to the above position of law, it is apposite to scan whether the Party I are the workman employed by Party II at its farm at Mandrem, Pernem, Goa and whether there is employer-employee relationship between them. The Party I has examined Shri Puti Gaonkar who has claimed that in the first week of June, 2003 all 23 workmen mentioned in the reference have joined Gomantak Mazdoor Sangh and on their joining the

Union informed Party II and Labour Commissioner vide their letter dated 6-6-2003 and on receiving the information, the Party II started threatening the workmen and on 9-6-2003, the services of 23 workmen were illegally terminated by refusing them to resume the duty. They thereafter approached the Union who addressed a letter dated 9-6-2003 to Assistant Labour Commissioner, Mapusa for intervention; however no settlement could be arrived at. The Party I workmen were not paid any retrenchment compensation or legal dues. In the cross examination, it was denied that the persons whose names are mentioned in the affidavit are not the employees of Party II and that there is no employer-employee relationship between the said persons and Party II and the said persons were not doing the said work.

16. The Party I also examined Shri Jayendra Sawant. He has claimed that he had initially joined as a labour and thereafter promoted as a Nurseryman and all the workers continuously worked since the date of their joining and that the Party II was not paying them minimum wages and other benefits and after refusal of their employment, the workmen approached the Union and addressed a letter to the Assistant Labour Commissioner, Mapusa. He also claimed that all the workers mentioned in the reference were doing manual work of the farm such as planting the trees, watering the plants, harvesting, etc. and at the time of refusal of the services, the management did not conduct any enquiry. In the cross examination, he denied that he was not working for Party II since 1995 and that the workmen named in the reference have not worked for Party II and that there is no employer-employee relationship between the workmen and the Party II and that Party II was not maintaining any muster roll of the workers named in the reference.

17. Admittedly, except said Shri Jayendra Sawant, no other workmen mentioned in the reference have been examined to prove employer-employee relationship and they are the workmen working for Party II. Shri Jayendra is not the office bearer of the Union nor has been authorised by the Union or the workers to make the statement or to depose on their behalf. Nothing prevented the other workmen to step into the witness box or to authorise Shri Jayendra on their behalf. Shri Puti Gaonkar has also not produced any authority or resolution or Bye-laws to show under what authority he has verified the claim statement and deposed in the matter. The evidence of Shri Puti Gaonkar clearly shows that he had no personal knowledge about the activities in the farm. No

documents have been produced on record establishing employer-employee relationship of workmen of Party I at serial No. 2 to 23, although it has been claimed by Shri Jayendra in the affidavit that Party II was maintaining the muster roll and that their attendance was marked and were paid weekly nor privity of contract between the employer and employee, except Jayendra has been proved by producing appointment letters, muster roll or any other record to show that the Party I workmen were selected, appointed and were working under the supervision and control and were being paid their remuneration by Party II.

18. Needless to mention, the Party I has produced on record certificate dated 5-4-2000 at Exh. 17/24 issued by the Executive Director, Shri H. Y. Karapurkar of Party II to Shri Jayendra Sawant who is at Serial No. 1 of the Schedule of reference that he was engaged as agriculture worker on company's farm at Pernem since 1995 and during the course of last five years he had gained vast experience in raising of vegetable crops and also planting of various horticulture crops. The said certificate shows that Shri Jayendra was engaged in farm since 1995. Said Shri Karapurkar has not been examined disputing the said certificate. The witness, Shri Jitendra Deshpurabhu has admitted that the certificate was issued on humanitarian ground as he wanted an experience certificate to produce before some authority, but claimed that he was never their employee. It is however not understood why certificate was issued by Shri Karapurkar, if he is not their workmen. Only Shri Karapurkar could have shed light on the aspect of issuing the certificate by him. It is never the case in the written statement that the certificates were issued on humanitarian grounds. The said certificate clearly shows that Shri Jayendra was employed by Party II in their farm at Mandrem, Pernem.

19. It is also a matter of record that the Party II had filed a Regular Suit bearing No. 20/2003 against Shri Jayendra Sawant and 5 others at Pernem along with an application for temporary injunction which came to be dismissed on 11-9-2003 and aggrieved by said order, the Plaintiff/Party II challenged it before Ld. Additional District Judge, Panaji which also came to be dismissed and that the Plaintiff/Party II filed a Writ Petition bearing No. 202/2004 before Hon'ble High Court of Bombay and that the Hon'ble High Court vide order dated 17-12-2004 at Exb. 23 also rejected the Petition summarily while observing that Shri Jayant L. Sawant and 5 others were engaged by Party II as daily wagers and they were discontinued after some tenure which ran

into 5 to 6 years and that they raised dispute regarding their alleged illegal termination as well as payment of wages, etc. and that as employer did not pay any attention they started obstructing at the gate of the Plaintiff/Party II on account of which there was some disturbance and that the cause of action for the suit arose from the industrial dispute and that both the parties had also approached the Conciliation Officer under the Industrial Disputes Act.

20. Shri Jitendra Deshpabhu in the cross examination has admitted that Party II had filed the suit with an application for temporary injunction but he claimed that the same was to restrain those people who represented the work contractor and who were threatening the Manager of Party II farm, which fact is not pleaded by him nor the same is borne out of record, which in any case, runs counter to the order dated 17-12-2004 of the Hon'ble High Court at Exb. 23. He, however clarified that he was not personally handling the matter and does not know what order was passed by the District Court and Hon'ble High Court, however admitted that the order of Hon'ble High Court is at Exb. 23. The above facts therefore clearly show that Shri Jayendra L. Sawant mentioned in the reference have been working for Party II and had worked continuously from the date of joining as mentioned in the para 3 of the affidavit in evidence till the date of termination, which is more than 240 days before the refusal of the employment

21. Be that as it may, the materials on record including the above documents produced by Party I and on weighing the probabilities clearly indicate that Shri Jayendra Sawant mentioned at Sr. No. 1 in the reference was working for Party II, otherwise there was no necessity for Party II to file the Civil Suit against him and others including an application for injunction, besides the fact that the Party II had issued a certificate to Shri Jayendra, which goes to show that Shri Jayendra was directly recruited by Party II in their farm for doing the agricultural work as mentioned in the certificate. The certificate produced by Party I at Exh. 17 have not been shown to be false nor has the management refuted the oral testimony of Shri Jayendra. The said certificate has also been admitted by Shri Jitendra Deshpabhu in the cross examination. The Party I have thus proved that Shri Jayendra was employed with Party II at its farm at Mandrem and that he was the 'workman' as defined under Section 2(s) of the Industrial Disputes Act, 1947. Nonetheless, the Party I has failed to prove that the other workmen mentioned at serial No. 2 to 23 are the workmen working for Party II or that there was any employer-employee relationship between them for lack of any evidence adduced on record.

22. Ld. Adv. Shri G. K. Sardessai has submitted that the Party I workmen have not proved that they have worked for 240 days and that no document in support of the said plea has been produced. He further submitted that the workmen has failed to discharge the burden of proving as the initial burden of establishing the factum of continuous work for 240 days in a year was on the workmen, however as rightly submitted by Ld. Adv. Shri S. P. Gaonkar for Party I, it is well settled in the case of **Sarita S. Melwani (Mrs) vs. Pallavi V. Talekar & Ors., 2008 (1) Mh. LJ 522** that for workers who have been in employment from long, their case would be covered under Section 25-B(1) and there is no need for such workers to prove that they have actually worked for 240 days in the last preceding 12 months prior to the date of termination. Shri Jayendra has claimed that he was working with Party II from 23-4-1995 which fact has been reflected in the certificate at Exb. 17, which clearly shows that said Jayendra was in employment from long and therefore as held in the case of Sarita S. Melwani, supra, the case of said Shri Jayendra who had been in employment from long, would be covered under Section 25-B(1) of the Act and therefore there was no need to prove that he actually worked for 240 days in the last preceding twelve months prior to the termination and therefore, the above contention of Ld. Adv. Shri G. K. Sardessai cannot be accepted. The Party I having proved that Shri Jayendra was the workman working with Party II and that he was refused employment w.e.f. 9-6-2003 in violation of Section 25-F of the Industrial Disputes Act, the above issue No. 1 and 4 are answered accordingly.

Issue No. 2 & 3:

23. The Party I have claimed that the workmen were refused employment by Party II w.e.f. 9-6-2003 in violation of the provisions of Section 25-F of the Industrial Disputes Act and that the action of the Party II in refusing employment with effect from that date is illegal and unjustified. Both Shri Puti Gaonkar and Shri Jayendra Sawant have stated that on the information that the workers have joined the Union, the Party II has started to threaten the workmen and that on 9-6-2003, illegally terminated their services by refusing to allow them to resume the duty. They also claimed that they approached the Union and raised a dispute before the Assistant Labour Commissioner, Mapusa and that the action of refusal of the services is illegal. The Party I however failed to prove that the other workmen, except Shri Jayendra were working with Party II and they have refused the employment from 9-6-2003 or that its action against

them is illegal and unjustified. The Party I has however proved that Shri Jayendra was the workman working with Party II and that there was employer-employee relationship between them. The Party I has thus proved that Shri Jayendra was refused employment and the action of Party II in refusing employment to him from 9-6-2003 is illegal and unjustified. The above issue No. 2 and 3 are therefore answered partly in the affirmative.

Issue No. 5:

24. The Party II in the written statement has averred that the dispute raised by Party I before Assistant Labour Commissioner, Mapusa is not an industrial dispute and therefore, the Commissioner acted beyond the scope of its jurisdiction in entertaining a non-existent dispute. Shri Jitendra Deshpabhu in Para 11 of his affidavit has reiterated the same. He, however admitted that he is not aware of the proceedings before the Assistant Labour Commissioner, Mapusa and has no knowledge if any representative of Party II had attended the proceedings before Assistant Labour Commissioner, Mapusa as many years have passed. He also stated that he does not recollect if he had written any letter to the Assistant Labour Commissioner, Mapusa stating that the dispute raised by Party I does not amount to an industrial dispute. No evidence has been led by Party II that the dispute referred is not an industrial dispute under Section 10 of the Industrial Disputes Act, 1947 and therefore, the issue No. 5 is answered in the negative.

Issue No. 6 & 7:

25. Ld. Adv. Shri S. P. Gaonkar for Party I has submitted that in the cases of wrongful termination/refusal of employment, reinstatement with back wages is the normal rule and the length of service of the workmen is also important as in the present case they were in service for 8 years and are entitled for minimum wages as per Government of Goa Minimum Wages Notification bearing No. 28/29/2001-lab dated 27-6-2003 published in Official Gazette where an adult farm servant was entitled for a minimum wage of Rs. 2,756/- per month. He further submitted that Judicial notice of the said Notification may be taken while considering grant of relief to the present workmen and in support of his contention, he relied upon the said Notification and the case of **Deepali Gundu Surwase vs. Kranti Junior Adhyapak Mahavidhyalaya (D.ED) & Ors., (2013) 10 SCC 324**. As against that, Ld. Adv. Shri G. K. Sardessai has submitted that the Party I has failed to discharge employer-employee relationship and therefore the Party I are not entitled to the reliefs as prayed for.

26. The question therefore is what reliefs the Party I/workman, more particularly, said Shri Jayendra is entitled to, once it is held that the refusal/termination is illegal, whether said Shri Jayendra is entitled for re-instatement with full back wages and continuity in service with consequential benefits attached to the post or adequate monetary compensation in lieu of reinstatement and back wages.

27. It has been consistently held by the Hon'ble Apex Court that relief by way of reinstatement with back wages is not automatic, even if termination of an employee is found to be illegal or is in contravention of the prescribed procedure and that monetary compensation in lieu of reinstatement and back wages in cases of such a nature may be appropriate. It is also well settled that the Court in appropriate cases grant compensation in lieu of reinstatement keeping in view the length of service rendered by a workman, the wages that he was receiving during that period, which would meet the ends of justice. In the instant case, the Party I workman, namely Shri Jayendra was working with Party II since 1995 till 9-6-2003 as Nurseryman on daily wages for nearly 8 years and the said termination had taken place about 15 years ago. Shri Jitendra Deshpabhu has stated in the cross examination that the plantation of Party II was closed. There is nothing on record that agriculture operations are going on in the said farm after refusal of employment of Party I/workman. There is also no dispute that Shri Jayendra is daily wagger and therefore is not entitled to reinstatement in service at this distance of time, as held in the case of **Santosh R. Shirodkar vs. Sanquelim Municipal Council, through its Chief Officer, 2017 0 Supreme(Mah) 1579**.

28. There is no dispute that Shri Jayendra was summarily terminated without paying any legal dues as stipulated under Section 25-F of the Industrial Disputes Act. Shri Jayendra in his affidavit has not disclosed the wages he was earning at the time of refusal of employment/termination. There also cannot be any dispute that the Notification issued by the Government of Goa bearing No. 28/29/2001-lab dated 27-6-2003 of Series I No. 13 shows that the Adult Farm Servant would get Rs. 2756/- per month as all inclusive minimum rate of wages. Therefore, considering that Shri Jayendra had put in services of about 8 years on the date of termination and that he was earning around Rs. 2,756/- per month as minimum wages, it would translate into salary of Rs. 33,072/- per

annum and making a reasonable allowance for appropriate escalation, an average salary of Rs. 35,000 per annum can be reckoned for the purposes of arriving at the amount of compensation, which would be around Rs. 5,25,000/- (Rupees Five lakhs twenty five thousand only) representing wages for about 15 years and considering that the Party II has violated provisions of Section 25-F of the Act, so also the nature of appointment, the length of service and the time taken to settle the dispute, ends of justice would be met, if said Shri Jayendra is paid a lumpsum monetary compensation of Rs. 5,25,000/- (Rupees Five lakhs twenty five thousand only), which would be just, proper and equitable in the facts and circumstances of the case. Hence, the above issues are answered accordingly.

29. In the result, I pass the following:

ORDER

- (i) The present reference stands partly allowed.
- (ii) It is hereby held that the action of the management of M/s Sky Pack Plantation Pvt. Ltd., Mandrem, Pernem-Goa, in refusing employment to the Party I workman at Sr. No. 1, Shri Jayendra L. Sawant with effect from 9-6-2003, is illegal and unjustified.
- (iii) The Party II is directed to pay monetary compensation of Rs. 5,25,000/- (Rupees Five lakhs twenty five thousand only) to the Party I workmen at Sr. No. 1, Shri Jayendra L. Sawant within 60 days of the publication of the Award, failing which the Party II shall pay an interest @ 9% per annum.
- (iv) The Party I workmen at Sr. No. 2 to Sr. No. 23 are not entitled for any relief.
- (v) Inform the Government accordingly.

Sd/-

(Vincent D'Silva),
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/3/2018-LAB/Part-II/358

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa

on 20-04-2018 in reference No. IT/70/03 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 30th May, 2018.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT

GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Ref. No. IT/70/03

Workmen,
Rep. by Gomantak Mazdoor Sangh,
Shetye Sankul, 3rd Floor,
Tisk, Ponda, Goa. ... Workmen/Party I
V/s

M/s Sky Pack Plantation Pvt. Ltd.,
Mandrem, Shachee,
Bhatelem, Mandrem,
Pernem, Goa. ... Employer/Party II

Workmen/Party I represented by Ld. Adv. Shri S. P. Gaonkar.

Employer/Party II represented by Ld. Adv. Shri G. K. Sardessai.

AWARD

(Delivered on this the 20th day of the month
of April of the year 2018)

By Order dated 21-10-2003, bearing No. 28/43/2003-LAB, the Government of Goa in exercise of powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

- "(1) Whether the action of the management of M/s Sky Pack Plantation Pvt. Ltd., Mandrem, Pernem-Goa, in terminating the services of S/Shri Suresh Sawant, Uday Sawant, Ladu Shetye, Rajaram Parab, Santosh Sawant and Chandrakant Korgaonkar, all workers, with effect from 1-9-2002, is legal and justified?
- (2) If not, to what relief the workmen are entitled?"

2. On receipt of the reference, it was registered as IT/70/2003 and registered A/D notices were issued to both the parties. Upon appearance, Party I filed a Claim statement at Exh. 3 and Party II filed a Written statement at Exh. 5.

3. In short, the case of Party I in the claim statement is that the Party II is a company having its plantation at Shachee, Bhatelem, Mandrem, Pernem. The Party I is a registered Trade Union and is representing all the employees of Party II. In the second week of Sept. 2002, the six workmen in the reference approached the Union as their services were illegally terminated by Party II w.e.f. 01-09-2002 and in order to complete the formalities, six workmen became the members of the Union and thereafter vide letter dated 18-9-2002 raised an industrial dispute before the Assistant Labour Commissioner, Mapusa. The Assistant Labour Commissioner called both the parties for joint discussion on several occasions but the employer did not attend the proceedings and hence, the matter ended in a failure. The Party I workmen were employed by Party II at their big farm at Mandrem, Pernem and were working continuously since 1995 onwards till the date of illegal termination. The workers were doing the manual work such as planting the trees, watering the plants, harvesting, etc. The Party II was maintaining the muster roll and their attendance were marked and they were paid monthly. The management has not issued any memo or chargesheet for any misconduct nor conducted any enquiry at the time of termination of their services nor paid any compensation or legal dues. Hence, the reference.

4. In the written statement, Party II has claimed that Party I workmen are not "workman" as defined under Section 2(s) of the Industrial Disputes Act. There is no employer-employee relationship between Party I and Party II. There is no termination of service of Party I by Party II. The said property under survey No. 99/0 was acquired by Party II and the part of the said property was developed by making the land able for plantation, cultivation and growth of various kinds of trees. The Party II entrusted the operations in the plantation area to specified contractors who engaged labourers on daily wages depending upon the job. The contractors paid their wages, exercised disciplinary control over them, distributed work and performed such other duties and obligations in relation to such workers. None of the persons referred to in the reference were engaged by them for carrying out manual work such as digging the soil, etc. the Party II had not retrenched the workers in the reference and therefore, the question of

payment of any retrenchment compensation and notice pay in accordance with the provision of Industrial Disputes Act does not arise. There is no refusal of employment and therefore there is no requirement of conducting enquiry or paying legal dues to Party I workmen.

5. In the rejoinder at Exh. 6, the Party I denied the case put forth by Party II in written statement.

6. Issues that came to be framed at Exh. 7 are as follows:

- (1) Whether the Party I/Union proves that the workmen were employed with the Party II at its Farm at Mandrem, Pernem, Goa, since the year 1995?
- (2) Whether the Party I/Union proves that the Party II terminated the services of the workmen w.e.f. 01-09-2002 in violation of the provision of Sec. 25-F of the I.D. Act, 1947?
- (3) Whether the Party I/Union proves that the action of the Party II in terminating the services of the workmen w.e.f. 01-09-2002 is illegal and unjustified?
- (4) Whether the Party II proves that the workmen are not "Workman" as defined under Sec. 2(s) of the I. D. Act, 1947?
- (5) Whether the Party II proves that the dispute referred is not an industrial dispute?
- (6) Whether the Party I is entitled to any relief?
- (7) What Award?

7. In support of his case, Party I examined Shri Puti Gaonkar, General Secretary of the Union. The Party I also examined Shri Jayendra L. Sawant and produced on record a copy of certificate dated 5-4-2000 at Exh. 16 and a copy of letter dated 6-6-2003 at Exh. 17. On the other hand, Party II examined Shri Jitendra Deshpurabhu who has filed affidavit in evidence. The Party I produced on record through the said witness, a copy of order dated 17-12-2004 passed by the Hon'ble High Court in W. P. No. 202/2004 at Exh. 23, a copy of certificate dated 5-4-2000 issued by Shri H. Y. Karapurkar at Exh. 24 and a copy of minutes of proceedings held before Assistant Labour Commissioner, Mapusa at Exh. 25.

8. Heard arguments. Notes of Written arguments came to be placed on record by Party I as well as Party II.

9. I have gone through the records of the case and have duly considered the arguments advanced. My answers to the above issues are as follows:

Issue No. 1	...	In the Negative
Issue No. 2	...	In the Negative
Issue No. 3	...	In the Negative
Issue No. 4	...	In the Affirmative
Issue No. 5	...	In the Negative
Issue No. 6	...	As per Final order
Issue No. 7	...	As per Final order

REASONS

Issue No. 1 & 4:

10. Ld. Adv. Shri S. P. Gaonkar for the Party I has submitted that the six workmen were employed with Party II on their plantation and were illegally terminated without following due process of law as they joined Gomantak Mazdoor Sangh. He further submitted that careful reading of Paras 2 and 3 of the written statement establishes that all the workers in the plantation were directly employed by Party II. The denial in para 2 and 3 of the written statement is not specific and is nothing but imaginary which proves employment of Party I at the plantation. He further submitted that the Party I in the claim statement has mentioned the duties that were being carried out by the workmen at the plantation and that they were paid monthly which shows that the Party I workmen were directly employed by Party II. The wage register and attendance register are always with Party II. He further submitted that there should be only material and not evidence as required by the Evidence Act. In support of his contention, he relied upon the cases of (i) **Ananda Bazar Patrika Ltd. vs. The State of West Bengal & Ors. (2016) 3 CLR 192** and (ii) **Food Corporation of India Workers' Union vs. Food Corporation of India and Another, (1996) 9 SCC 439**.

11. Per contra, Ld. Adv. Shri G. K. Sardesai has submitted that Party II has entrusted the operation in the plantation area to specialized contractors who engaged labourers on daily wages depending upon the job and the contractor paid their wages, exercised disciplinary control over them and distributed the work and performed such other duties and obligations in relation to such workers. He further submitted that Party I workmen were never engaged by them and that burden of proving employer-employee relationship is on the Party I who set up a plea of existence of relationship of employer and employee and the question whether the relationship between the parties is one of employer and employee is a pure question of fact,

which has to be proved by the Party I workmen and in support thereof, he relied upon the cases of (i) **Workmen of Nilgiri Co-op. Mkt. Society Ltd. vs. State of T. N. and Others** and (ii) **Nirtubai Jayantilal Mahule (Smt.) vs. Head Master & Ors., 2014(6) Bom.C.R. 425**.

12. It is well settled as held in the case of **Food Corporation of India Workers' Union**, supra, that there should be only 'material' and not 'evidence' as required by the Evidence Act. The phrases in the Evidence Act viz. "duly proved", "legally proved", or proved "beyond reasonable doubt" is not required under Industrial Disputes Act in the matter of marshalling or considering the material placed before it. The only question is whether on weighing the probabilities, the material placed by the Party was acceptable or rendered probable. There also cannot be any dispute as held in the case of **Ananda Bazar Patrika Ltd.** supra, that the definition of 'workman', in the Act of 1947 is an inclusive definition. Every person employed in an industry for a consideration to be considered as a workman for the purposes of the Industrial Disputes Act, 1947 save and except the categories of persons specified to be exempted from the purview of such section. To come within the definition of workman under Section 2(s) of the Industrial Disputes Act, 1947, a person has to establish that there is a relationship of master and servant or in other words employer-employee relationship and that such relationship must be for a consideration.

13. It needs no mention that burden of proof is on the workman to establish employer-employee relationship and where a person asserts that he is a workman of the company and it is denied by the company, it is for him to prove the fact and not for the company to prove that he was not an employee of the company but of some other person. The relevant factors to be taken into consideration to establish an employer-employee relationship as held in the case of **M/s. Bhilai Engineering Corp. vs. Pragatisheel Engineering, passed in Writ Petition No. 5167 of 1999 on 11-5-2016 by Hon'ble Chhattisgarh High Court** would include, inter alia: (i) who appoints the workers; (ii) who pays the salary/remuneration; (iii) who has the authority to dismiss; (iv) who can take disciplinary action; (v) whether there is continuity of service and (vi) extent of control and supervision i.e. whether there exists complete control and supervision.

14. Having regard to the above position of law, it is apposite to scan whether the Party I are the workman employed by Party II at its farm at Mandrem, Pernem, Goa and whether there is

employer-employee relationship between them. The Party I has examined Shri Puti Gaonkar on behalf of the Union. He has claimed that the Party I workmen were the members of the Union and that the dispute was raised by the Union before the office of the Labour Commissioner. He also stated that the workers were doing manual work in the farm such as planting the trees, watering the plants, etc. and that they worked continuously from the date of joining till their termination and the management did not pay any legal dues in accordance with Section 25-F of the Industrial Disputes Act. He, however denied the suggestion that the persons whose names are mentioned in the affidavit are not the employees of the Party II and there is no employer-employee relationship between the said persons and Party II and that Party II had neither refused the employment nor terminated the services of the persons concerned.

15. The Party I also examined Shri Jayendra Sawant. He has claimed that he had initially joined as a labour and thereafter promoted as a Nurseryman and all the workers continuously worked since the date of their joining and that the Party II was not paying them minimum wages and other benefits and after refusal of their employment, the workmen approached the Union and addressed a letter to the Assistant Labour Commissioner, Mapusa. He also claimed that all the workers mentioned in the reference were doing manual work of the farm such as planting the trees, watering the plants, harvesting, etc. and at the time of refusal of the services, the management did not conduct any enquiry. In the cross examination, he denied that the workmen have not worked for Party II and there is no employer-employee relationship and that Party I was not maintaining any muster roll of the workers named in the reference.

16. None of the Party I workmen have been examined to prove the existence of employer-employee relationship between Party I and Party II. Shri Jayendra Sawant is not the office bearer of the union nor has been authorised by the union or the workers to make the statement or to depose on their behalf. Shri Puti Gaonkar has also not produced any authority or resolution or Bye-laws to show under what authority he has verified the claim statement and deposed in the said matter. The evidence of Shri Puti Gaonkar clearly shows that he had no personal knowledge about the activities in the farm. No documents have been produced on record establishing employer-employee relationship, although it has

been claimed by Shri Jayendra in the affidavit that Party II was maintaining the muster roll and that their attendance was marked and were paid weekly nor privity of contract between the employer and employee has been proved by producing appointment letters, muster roll or any other record to show that the Party I workmen were selected, appointed and were working under the supervision and control and were being paid their remuneration by Party II. The documents, namely certificate dated 5-4-2000 at Exb. 17 pertains only to Shri Jayendra Sawant, who is not Party to the reference and therefore does not support the case of Party I.

17. Moreover, the copy of the order dated 17-12-2004 in Writ Petition No. 202 of 2004 at Exb. 23 also does not prove that Party I workmen were working for Party II as the same was filed against Shri Jayendra L. Sawant and 5 others, whose names are not disclosed to the Court. The minutes of the proceedings at Exb. 25 mentions the name of six workmen, however no corresponding documents have been produced by Party I workmen to prove relationship of master and servant between members of Party I and Party II. The Party I therefore failed to establish the factors enumerated above for establishing employer-employee relationship and that they are the 'workman' as defined under Section 2(s) of the Industrial Disputes Act and that they were employed with Party II at its farm since the year 1995. The submission of Ld. Adv. Shri S. P. Gaonkar as stated above therefore cannot be accepted having any merits. It is therefore, issue No. 1 and 4 are answered accordingly.

Issue No. 2 & 3:

18. The Party I has claimed that the Party II have terminated the services of the workmen in w.e.f. 01-09-2002 in violation of the provisions of Section 25-F of the Industrial Disputes Act and that the action of the Party II in terminating the services of the workmen is illegal and unjustified. However, the Party I have failed to prove the employer-employee relationship or that they were direct employees of the principal employer. They have also failed to prove that the Party II paid their weekly wages and also controlled and supervised their work. It needs no mention that the Party I workmen have failed to prove that the wages were paid by Party II or that the principal employer controlled and supervised their work. The Party I having failed to prove that Party II have terminated their services w.e.f. 01-09-2002 and that the action of Party II is illegal and unjustified, the above issue No. 2 and 3 are answered in the negative.

Issue No. 5:

19. The Party II in the written statement has submitted that the dispute raised by Party I before Assistant Labour Commissioner, Mapusa is not an industrial dispute and therefore, the Commissioner acted beyond the scope of its jurisdiction in entertaining a non-existent dispute. Shri Jitendra Deshpurabhu in Para 11 of his affidavit has reiterated the same. He, however admitted that he never attended the matter when it was before ALC, Mapusa and is not aware if letter dated 9-6-2003 was addressed to ALC, Mapusa by the authorised signatory of Party II and has no knowledge if any representative of Party II had attended the proceedings before ALC, Mapusa as many years have passed. He also stated that he does not recollect if he had written any letter to ALC, Mapusa stating that the dispute raised by Party I does not amount to an industrial dispute. No evidence has been led by Party II that the dispute referred is not an industrial dispute under Section 10 of the Industrial Disputes Act, 1947 and therefore, the issue No. 5 is answered in negative.

Issue No. 6 and 7:

20. The Party I having failed to prove they are the 'workman' as defined under Section 2(s) of the Industrial Disputes Act employed with Party II at its farm at Mandrem, since the year 1995 and that the Party II terminated their services w.e.f. 01-09-2002 and that the said action is illegal and unjustified, the Party I workmen are not entitled for any relief.

21. In the result, I pass the following:

ORDER

- (i) The present reference stands dismissed. Consequently, the Party I workmen are not entitled for any relief.
- (ii) No order as to costs.
- (iii) Inform the Government accordingly.

Sd/-

(Vincent D'Silva),
Presiding Officer,
Industrial Tribunal and
Labour Court.

◆◆◆

Department of NRI

Office of the Commissioner of NRI Affairs

—
Order

No. Comm/NRI/511/18-19/205

Whereas, the Government vide Notification No. COMM/NRI/617/17-18/16 dated 05-01-2018 has framed a Scheme called Goa Welfare/Pension Scheme for Seafarers, 2018 (hereinafter referred to as the said scheme) under which financial assistance in the form of gross pension is sanctioned to the beneficiaries.

Whereas, in terms of Clause 6 of the said scheme, 141 applications as indicated in the list annexed hereto were approved by the Competent Authority for sanction in terms of the recommendations received from the three member Committee appointed by the Hon'ble Commissioner for NRI Affairs.

Now therefore, the said 141 applicants are hereby cleared for grant of pension in terms of Clause 7(1) of the said Scheme. The expenditure shall be met from Demand No. 02; Budget Head 2052; Secretariat General Services; 00; 800—Other Expenditure; 03—Welfare/Pension Scheme for Seafarers; 50—Other Charges (Plan).

By order and in the name of the Governor of Goa.

Padma Jaiswal, IAS, Secretary (NRI Affairs).

Porvorim, 31st May, 2018.

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ANNEXURE

Sr. No.	Name	Address	Form No.	Amount Recommended
1	2	3	4	5
1.	Smt. Jasmelina Ana Fernandes	H. No. 110, St. Francis Vaddo, Sant Estevam, Tiswadi-Goa, Tel. 2288315/9881283263	1407	Rs. 500/- from April, 2017.

1	2	3	4	5
2.	Shri Saluzinho Benedicto Policarpo Coutinho	H. No. 1500/A, Salemadem, P. O. Cuncolim, Salcete-Goa, Tel. 9011545749	5016	Rs. 500/- from April, 2018.
3.	Shri Santan Agnelo D'Silva	H. No. 1091, Madel, Curtorim, Salcete-Goa Tel. 2787632/9075890408	1443	Rs. 500/- from April, 2018.
4.	Smt. Volga Fernandes	H. No. 1293, Shanti Niwas, Voddy, Cuncolim, Salcete-Goa Tel. 2763706/8408971886	5010	Rs. 500/- from September, 2016.
5.	Smt. Socorra Nhely Curcinha Coutinho E Gomes	H. No. 407/1, Panzorcone, Cuncolim, Salcete-Goa Tel. 286319/9822184220	5018	Rs. 500/- from May, 2016.
6.	Smt. Maria Isabella Ratos	H. No. 162, Adaovado, Majorda, Salcete-Goa Tel. 9657960180	0781	Rs. 500/- from April, 2018.
7.	Shri Ligrio Fernandes	H. No. 500/A, Comba Central, Panzorconi, Cuncolim, Salcete-Goa Tel. 7507644512/9049131953	5020	Rs. 500/- from April, 2018.
8.	Smt. Joanita Catarina Vas e Dias	H. No. 738, Biunsa, Cuncolim, Salcete-Goa Tel. 2763093/9673751500	1485	Rs. 500/- from April, 2018.
9.	Shri Aniceto Servulo Jesus Nepomociano Gomnes	H. No. 93, Novangully, Varca, Salcete-Goa Tel. 9623910892	2154	Rs. 500/- from April, 2018.
10.	Shri Julhey Brasil Vas	H. No. 658, Pimplafol, Ambelim, Salcete-Goa Tel. 9822142903	1934	Rs. 500/- from April, 2018.
11.	Smt. Maria Esmeralda Menezes	H. No. 1016, St. Estevam, Goa Tel. 2288571/9527366370	1595	Rs. 500/- from April, 2018.
12.	Shri Diago Fernandes	H. No. 138/A, Branza House, Culsabhatt, Chandor, Salcete-Goa Tel. 7774965290	1563	Rs. 500/- from April, 2018.
13.	Shri Cruz Patrocínio Coutinho	H. No. 421/C, Coldem, P. O. Navelim, Salcete-Goa Tel. 9923282519	1661	Rs. 500/- from April, 2018.
14.	Smt. Benedita Travasso	H. No. 719, 1st fatrade, P. O. Varca, Salcete-Goa Tel. 2845764/9823973738	5015	Rs. 500/- from May, 2017.
15.	Shri Rui Victoria Joaquim Cardozo	H. No. 619/B, Passagem, Assolna, Goa Tel. 8879452592	5017	Rs. 500/- from April, 2018.
16.	Smt. Josefa Rosa Antao	H. No. 744, Colosso, Guirdolim, Chandor, Salcete-Goa Tel. 2784452/9881584489	5041	Rs. 500/- from April, 2015.
17.	Smt. Luiza Afonso	H. No. 696, Bairro Palmar, St. Estevam, Goa, Tel. 2287405	1589	Rs. 500/- from April, 2018.

1	2	3	4	5
18.	Shri Antonio Agostinho Savio Pereira	H. No. 223, Tolleaband, Chinchinim, Salcete-Goa Tel. 7507684177	1411	Rs. 500/- from April, 2018.
19.	Shri Silvester Diniz	H. No. 99, Coleamoddi, Amona, Quepem-Goa Tel. 982214513	3271	Rs. 500/- from April, 2018.
20.	Smt. Martinho Leitao e Coutinho	H. No. 808, 2nd Fatrade, Varca, Salcete-Goa Tel. 9922946417/2844478	1403	Rs. 500/- from April, 2018.
21.	Smt. Brigida Edina Dias	H. No. 865, Palmar, St. Estevam, Tiswadi-Goa Tel. 2287994/9689449076	5033	Rs. 500/- from May, 2017.
22.	Shri Anthony Fernandes	H. No. 88, Cotto, Near Church Fatorpa, Goa Tel. 9637836289/7057903567	5063	Rs. 500/- from April, 2018.
23.	Shri Joao Dias	H. No. 35, Totmadem, Assolna, Salcete-Goa Tel. 2774439/9623268539	5031	Rs. 500/- from April, 2018.
24.	Shri Teodosio G. Gomentes	H. No. 109, Dandvaddo, Sirlim, Dramapur, Salcete-Goa Tel. 2862057/9527776879	1497	Rs. 500/- from April, 2018.
25.	Shri Menino J.A.G. Pereira	H. No. 200, Rodrigues ward, Cavelossim, South Goa Tel. 9987838588	1918	Rs. 500/- from April, 2018.
26.	Shri Jose Rasario Ferrao	H. No. 556/A, Alemao, Xirro, Carmona, South Goa Tel. 9767248064	5088	Rs. 500/- from April, 2018.
27.	Shri Estevao Roque Rodrigues	H. No. 142/1, Near Railway Gate, Velsao, Cansaulim, Goa Tel. 2754192/9881607111	5052	Rs. 500/- from April, 2018.
28.	Shri Antonio Menino Fernandes	H. No. 408/B, 4th Ward, Colva, South Goa Tel. 2788110/9763795550	5065	Rs. 500/- from April, 2018.
29.	Shri Dioguinho Moises Goes	H. No. 133, Sonar Bhat, Quepem, South Goa Tel. 9657176503/9923450991	5091	Rs. 500/- from April, 2018.
30.	Shri Romaldo Aleixinho Fernandes	H. No. 583, Orel, Assolna, Salcete-Goa Tel. 2773094/9850458774	5056	Rs. 500/- from April, 2018.
31.	Shri Francis Afonso	H. No. 37, Duncolim, Seraulim, Colva, South Goa Tel. 2780759/9922294177	5006	Rs. 500/- from April, 2018.
32.	Smt. Maria Cardozo	H. No. 55, St. Francis Colony, Quepem, South Goa Tel. 9822886426	5045	Rs. 500/- from April, 2018.
33.	Smt. Sebastina Leitao	H. No. 176, Coddeawaddo, Chinchinim, Salcete-Goa Tel. 9822589475	5054	Rs. 500/- from July, 2017.

1	2	3	4	5
34.	Smt. Ninfa B. Colaco	H. No. 87/B, Silvas Vaddo, Velim, Salcete-Goa Tel. 9423323511/2774379	5107	Rs. 500/- from June, 2017.
35.	Smt. Santana Fatima Menezes	H. No. 552, Sonaulem, Shiroda, North Goa Tel. 2306802/9890512262	5079	Rs. 500/- from August, 2017.
36.	Smt. Anunciacao Fernandes	H. No. 770, 2nd Fatrade, Varca, South Goa Tel. 9049830153	5059	Rs. 500/- from April, 2018.
37.	Smt. Zita D'Souza	H. No. 422, Dandora, Cuncolim, Salcete-Goa Tel. 9673590942	5071	Rs. 500/- from April, 2018.
38.	Smt. Ana Joaquina Pereira	H. No. 33/2, Acsona Ward, Utorda, Majorda, South Goa Tel. 9921974772/7083861953	5034	Rs. 500/- from June, 2017.
39.	Smt. Aleixinha Fernandes	H. No. 283, Laxette Uddo, Varca, South Goa Tel. 9049023844	5101	Rs. 500/- from April, 2018.
40.	Smt. Constanciana Fernandes	H. No. 797, Nuem Cola, Canacona, South Goa Tel. 9689467557/9881010305	5087	Rs. 500/- from April, 2018.
41.	Shri Floriano Goes	H. No. 117, Condry, Quepem South Goa Tel. 9922367578/9922252959	5061	Rs. 500/- from April, 2018.
42.	Smt. Maria A. C. Moraes	H. No. 18, Pale, Velsao, Cansaulim, Goa Tel. 9764330249/9890838783	5117	Rs. 500/- from April, 2018.
43.	Shri Francisco Militao Vaz	H. No. 125, Novangully, Varca, Salcete, Goa Tel. 9146160693	5113	Rs. 500/- from April, 2018.
44.	Smt. Filomena Fernandes	H. No. 178, Alamol Gudi, Paroda, Mullem, South Goa Tel. 8411978455/9881281260	5040	Rs. 500/- from September, 2015.
45.	Shri Joel Antonio Rodrigues	H. No. 602, Pedda, Nomeio Varca, South Goa Tel. 8308213593/2772417	5120	Rs. 500/- from April, 2018.
46.	Shri Joaquim Camilo S. Cardoso	H. No. 848, Zuzegall, Cuncolim, Salcete-Goa Tel. 9545385573/9764787124	5007	Rs. 500/- from April, 2018.
47.	Shri Mariano Jose Fernandes	H. No. 124, Novangully, Varca, South Goa Tel. 2779453	5095	Rs. 500/- from April, 2018.
48.	Smt. Justina Piedade Moraes	H. No. 142/1, Moddem Vaddo, Veroda, Cuncolim, Salcete-Goa Tel. 7218720559	5094	Rs. 500/- from April, 2018.
49.	Shri Paulo S. Gonsalves	H. No. 329, Moll Avedem, Quepem-Goa Tel. 9823937624/9923058232	3483	Rs. 500/- from April, 2018.

1	2	3	4	5
50.	Shri Aleixo Cipriano Albuquerque	H. No. 10/32/24/1, Varcondem, Ponda-Goa Tel. 9850545212/9921871474	2200	Rs. 500/- from April, 2018.
51.	Shri Conceicao Piedade Fernandes	H. No. 57, Pedda Uttordoxi, Varca, South Goa Tel. 2772328/8550912566	5043	Rs. 500/- from April, 2018.
52.	Smt. Fatima De Sa E Teixeira	H. No. 2257, Comba Paricotto, Cuncolim, Salcete-Goa Tel. 9604810626	5085	Rs. 500/- from March, 2017.
53.	Smt. Milagrina Gonsalves	H. No. 71, Near Health Center, Borimol, Quepem-Goa Tel. 9527857522/9823459110	1750	Rs. 500/- from April, 2018.
54.	Smt. Lodovina Juliana D'Silva	H. No. 465, Tambdeg, Carmona, South Goa Tel. 2844907/9922619352	5081	Rs. 500/- from April, 2018.
55.	Smt. Sancia Fernandes	H. No. 101, Novangully, Varca, South Goa Tel. 8550906182	5126	Rs. 500/- from April, 2018.
56.	Smt. Branca Jaques	H. No. 248, Ranallem, Arossim, Cansaulim, Goa Tel. 2884099/9011384593	5069	Rs. 500/- from April, 2018.
57.	Smt. Maria Aurita D'Costa	H. No. 46/A, Near St. Esteven Chapel, Velsao, Cansaulim-Goa Tel. 9423317663/9527992957	5151	Rs. 500/- from April, 2018.
58.	Smt. Ivy Igada Telles	H. No. 641, Xirro, Carmona, South Goa Tel. 2844181/7798099285	1567	Rs. 500/- from April, 2018.
59.	Shri Pio Peter Vas	H. No. 579, Pedda no Meio, Varca, South Goa Tel. 2772456/8407994225	5160	Rs. 500/- from April, 2018.
60.	Shri Walter Soares	H. No. 927, Molanguinim, Cuncolim, South Goa Tel. 9822164503/2866118	5064	Rs. 500/- from April, 2018.
61.	Shri Fransquinho Dias	H. No. 174, Oiliazotte, Sarzora, Chinchinim, Salcete-Goa Tel. 2864132/9158436872	5093	Rs. 500/- from April, 2018.
62.	Smt. Mellacia Loretina D'Costa	H. No. 1012, Tollecanto, Velim, Salcete-Goa Tel. 9689027472	0628	Rs. 500/- from April, 2018.
63.	Shri Elias Angelo Castanha	H. No. 169/A, Azuband, Novangully, Varca, Goa Tel. 9822583212	5077	Rs. 500/- from April, 2018.
64.	Smt. Conceicao Da Silva E Cardozo	H. No. 219, Socovaddo, Ambelim, Assolna-Goa Tel. 2775157/7066110881	5076	Rs. 500/- from June, 2017.
65.	Shri Pedro Peter Vanceslau Rodrigues	H. No. 26, Karally, Paroda, Quepem-Goa Tel. 2869566/9822134260	5099	Rs. 500/- from April, 2018.

1	2	3	4	5
66.	Shri Antonio C. P. L. Fernandes	H. No. 874, Carxeta, Velim, Salcete-Goa Tel. 2773778/9503595696	5103	Rs. 500/- from April, 2018.
67.	Smt. Flora Ana Piedade Fernandes	H. No. 436, Damdora, Cuncoim, Salcete-Goa Tel. 9767737921	5001	Rs. 500/- from May, 2017.
68.	Shri Taciano Andrade	H. No. 18, Caeiro Wado, Velim, Salcete-Goa Tel. 7875678434	5078	Rs. 500/- from April, 2018.
69.	Shri John Dias	H. No. 1034, Bacbhatt, Raia, South Goa Tel. 78881488/9822143210	5124	Rs. 500/- from April, 2018.
70.	Shri Antonio B. Mendes	H. No. 279, 2nd Palvem, Chinchinim, Salcete-Goa Tel. 9763824090	5097	Rs. 500/- from April, 2018.
71.	Shri Peter Francis Cardoz	H. No. 800/1, Cutbona, Velim, Salcete-Goa Tel. 7507889702	5147	Rs. 500/- from April, 2018.
72.	Smt. Ejita Fernandes	H. No. 3/73/3, Comba Paricotto, Cuncoim, Salcete-Goa Tel. 9921689844/9850123932	1694	Rs. 500/- from October, 2017.
73.	Shri Francisco A. S. Rogtao	H. No. 180, Ranvaddo, Betalbatim, Salcete-Goa Tel. 8975155084	3516	Rs. 500/- from April, 2018.
74.	Smt. Vionacia Fernandes	H. No. 160, Palcutta Football Ground, Orlim, Goa Tel. 2778097/7507802311/ /9527992740	5203	Rs. 500/- from November, 2017.
75.	Shri Zalmes J. T. Lopes	H. No. M-78, Housing Board Colony, Gogol, Margao-Goa Tel. 2752342/8308503396	5060	Rs. 500/- from April, 2018.
76.	Smt. Maria F. Ragtao	H. No. 161, Ranvaddo, Betalbatim, Salcete-Goa Tel. 9921138674/9850151689	3517	Rs. 500/- from April, 2018.
77.	Shri Paulo Juliano Rodrigues	H. No. 192, Calvaddo, Varca, Salcete-Goa Tel. 9049270476/7507057464	5152	Rs. 500/- from April, 2018.
78.	Shri Antonio Mario Fernandes	H. No. 714/B, 1st Fatrade, Varca, South Goa Tel. 9673400643	5206	Rs. 500/- from April, 2018.
79.	Shri Anastasio Fernandes	H. No. 41/1, Colleamoddi, Amona, Quepem-Goa Tel. 9673241941	1293	Rs. 500/- from April, 2018.
80.	Shri Lenson Moises Rodrigues	H. No. 697, Dandevaddo, Nr. Corporation Bank, Chinchinim, Salcete-Goa Tel. 9075767431	5067	Rs. 500/- from April, 2018.

1	2	3	4	5
81.	Shri Jose Fernandes	H. No. 355, 2nd Palvem, Chinchinim, Salcete-Goa Tel. 2864190/9881810752	5146	Rs. 500/- from April, 2018.
82.	Smt. Clivia Francisca Filomena C. E Miranda	H. No. 428, Tamdeg, Carmona, South Goa Tel. 9850286191	5110	Rs. 500/- from April, 2018.
83.	Shri Joaquim Nicolau Pacheco	H. No. 73, MJ. Cottage, Zorriwaddo, Nr. Nagesh Auto Garage, Navelim, South Goa Tel. 2752943/9221819831	5141	Rs. 500/- from April, 2018.
84.	Shri Pedro A. Fernandes	H. No. 2/343, Bathiem, Cuncolim, Salcete-Goa Tel. 9881886360	5181	Rs. 500/- from April, 2018.
85.	Shri Pedro Antonio Rodrigues	H. No. 3, Near GPS Molcarnem, Quepem-Goa Tel. 2678227/8847750158	5068	Rs. 500/- from April, 2018.
86.	Smt. Sebastina Fernandes	H. No. 39/1, Naik Waddo, Velim, Salcete-Goa Tel. 2773616/9689027534	5164	Rs. 500/- from April, 2018.
87.	Smt. Josinha Mascarenhas	H. No. 1763, Buring, Savorcotto, Cuncolim-Goa Tel. 7798674396	5125	Rs. 500/- from October, 2017.
88.	Smt. Alexandrina E D'Costa	H. No. 293, Near Railway Station, Ultima Parte, Calata, Majorda-Goa Tel. 2881079/9623021113	5144	Rs. 500/- from October, 2017.
89.	Smt. Ana Maria D'Soza	H. No. 1133, New Durga, Chinchinim, Salcete-Goa Tel. 9850472502/9881461678	5118	Rs. 500/- from April, 2018.
90.	Shri Andre A. Rodrigues	H. No. 26/1, Pale Velsao, Cansaulim-Goa Tel. 2884061/9881392737	5070	Rs. 500/- from April, 2018.
91.	Smt. Piedade Pereira	H. No. 163, Goleaband, Velim Salcete-Goa Tel. 9049027779/9822477305	5167	Rs. 500/- from April, 2018.
92.	Shri Joao N. Diniz	H. No. 939, Sibrete, Velim, Salcete-Goa Tel. 2773683/9881238856	5176	Rs. 500/- from April, 2018.
93.	Shri Joao M. S. Dias	H. No. 1639, Tambdighat, Usgao, Ponda-Goa Tel. 9404531708/9923749177	5188	Rs. 500/- from April, 2018.
94.	Shri Pedro Dias	H. No. 2, Nwewaddo, Molcarenem, Quepem-Goa Tel. 2678211/8975370894/ /9552915087	5169	Rs. 500/- from April, 2018.
95.	Shri Franclino F. X. Goes	H. No. 86, Nr. Police Station, Condy, Quepem-Goa Tel. 2662032/9673555475	5072	Rs. 500/- from April, 2018.

1	2	3	4	5
96.	Shri Antonio Gabriel Dias	H. No. 597, Bandfoll, Chinchinim, Salcete-Goa Tel. 9657962437	5089	Rs. 500/- from April, 2018.
97.	Shri Benjamin X. Torcato	H. No. 592-B, Murda, Cuncolim, Salcete-Goa Tel. 9850398487/2774701	5037	Rs. 500/- from April, 2018.
98.	Smt. Santolina Fernandes e Luis	H. No. 224, Copelabatt, Deao Quepem-Goa Tel. 8975766185	5086	Rs. 500/- from October, 2017.
99.	Shri Agnelo L. M. Da Costa	H. No. 514, Minfoll, Chinchinim, Salcete-Goa Tel. 9420197026/2863662	5175	Rs. 500/- from April, 2018.
100.	Shri Aleixinho Santa Tereza De Menino Jesus Fernandes	H. No. 108, Novangully, Varca, Salcete-Goa Tel. 9158347478	1619	Rs. 500/- from April, 2018.
101.	Shri Constantino Antonio Pereira	H. No. 802, Nuem Cola, Canacona-Goa Tel. 9881457894/9604237848	5042	Rs. 500/- from April, 2018.
102.	Shri Lazaro Joao Da Costa	H. No. 159, Palcutta, Orlim, South Goa Tel. 9922560940/9860038451	0897	Rs. 500/- from April, 2018.
103.	Shri Manuel Joaquim Fernandes	H. No. 1165, Mazil Vaddo, Benaulim, South Goa Tel. 9689579566/2771718	5133	Rs. 500/- from April, 2018.
104.	Shri Hipolito Francisco Conceicao Fernandes	H. No. 124/A, Novangully, Varca, South Goa Tel. 9049068290	1434	Rs. 500/- from April, 2018.
105.	Smt. Pasquela Luizinha Fernandes	H. No. 1000, Moddi Mandopa, Navelim, South Goa Tel. 9890310119/9623346861	5008	Rs. 500/- from April, 2018.
106.	Shri Winston Anthony Dias	Flat No. T-5, 3rd Floor, Madhuban Complex, St. Inez, Panaji-Goa Tel. 7768964916	4455	Rs. 2500/- from April, 2018.
107.	Shri Alelui Luis Rodrigues	H. No. 26, Zambaulim, Rivona, Quepem, South Goa Tel. 9673581837	1556	Rs. 2500/- from April, 2018.
108.	Shri Vitor Ricardo Carneiro	H. No. 311, Gonsai, Maina, Curtorim-Goa Tel. 8698455954	5005	Rs. 2500/- from April, 2018.
109.	Shri Arcanjo Francisco Xavier Da Silva	H. No. 337, Near Civil Court, Borimol, Quepem-Goa Tel. 8975277933	5004	Rs. 2500/- from April, 2018.
110.	Shri Epifanio Salvador Afonso	H. No. 271, Bondorim, Behind Bondorim Bus Stop, Dramapur, South Goa Tel. 2765413/9657959760	5003	Rs. 2500/- from April, 2018.
111.	Shri Perpetuo Basilio Do Rosario Fernandes	H. No. 86, Acsona, Seraulim, South Goa Tel. 2780753/9823179526	1869	Rs. 2500/- from April, 2018.

1	2	3	4	5
112.	Shri Wellington Soares	H. No. 7/A, Mollanguinim, Cuncolim, Salcete-Goa Tel. 2763502/9850520213	1417	Rs. 2500/- from April, 2018.
113.	Shri Avelino Rodrigues	H. No. 677, Sonar Bhatt, Quepem, South Goa Tel. 8975388950/9075829070	5025	Rs. 2500/- from April, 2018.
114.	Shri Caetano Bento Fernandes	H. No. 1, Ontir, Verna, Salcete-Goa Tel. 89757185821/9730506982	5024	Rs. 2500/- from April, 2018.
115.	Smt. Socoriana Pereira e Fernandes	H. No. 39/A, Igramol, Deao, Quepem, South Goa Tel. 9823456311	5038	Rs. 2500/- from June, 2017
116.	Shri Jezuita Gabriel Cardozo	H. No. 173/1, Fatima Wado, Rivona, P. O. Quepem, South Goa Tel. 7588923322/7083770798	1734	Rs. 2500/- from April, 2018.
117.	Shri Milquez Pinto	H. No. 1137/A, Horta, Baradi, Velim, South Goa Tel. 99213113672774979	5036	Rs. 2500/- from April, 2018.
118.	Shri Evan Andrew Newton Fernandes	H. No. 837, P. O. Velim, Carxeta, Salcete-Goa Tel. 2758317/9923652771	0851	Rs. 2500/- from April, 2018.
119.	Shri Francisco Xavier Antao	H. No. 1852, Amrut Nagar, Chowgule College, Gogol, Fatorda, Margao, Salcete-Goa Tel. 9049559524	5062	Rs. 2500/- from April, 2018.
120.	Shri Antony Socorro Dias	H. No. 17/B, Capsontor, Seraulim, South Goa Tel. 2788820/9833279806	5050	Rs. 2500/- from April, 2018.
121.	Smt. Bela Fernands	H. No. 1673, Canon B, Falierio Road, Ambaji, Fatorda, Margao-Goa Tel. 8975828251/9822982569	5035	Rs. 2500/- from April, 2018.
122.	Shri Alfredo S. B. De Sousa	H. No. 64, Capsantor, Seraulim, South Goa Tel. 2788816/9763820405/ /9702136384	1825	Rs. 2500/- from April, 2018.
123.	Shri Jose Mario D'Costa	H. No. 300, Moll2, Guirdolim, Chandor, South Goa Tel. 9767377129	5092	Rs. 2500/- from April, 2018.
124.	Shri Zacarias V. Mazarello	H. No. Villa B3, CD Neighbour- hood, Gogol Housing Board, Margao-Goa Tel. 9892280232/9881343012	5149	Rs. 2500/- from April, 2018.
125.	Shri Julio Gomes	H. No. 19/1, Ratwado, Navelim, South Goa Tel. 7030654946/9921646872	5143	Rs. 2500/- from April, 2018.

1	2	3	4	5
126.	Shri Pedro Fernandes	H. No. 1958, Masconi, Cuncolim, Salcete-Goa Tel. 9823971343/8007444764	5207	Rs. 2500/- from April, 2018.
127.	Shri Reginaldo T. Dourado	H. No. 318, Capleam Waddo, Ambelim, Salcete-Goa Tel. 9867449633/9130593722	5159	Rs. 2500/- from April, 2018.
128.	Smt. Albertina Pereira	H. No. 92, Morod P. O Piedade, Tiswadi-Goa Tel. 9850475847	5032	Rs. 2500/- from January, 2018.
129.	Shri Antonio M. F. F. X. Diniz	H. No. 411, Mulleavaddo, Assolna-Goa Tel. 9923036166	1933	Rs. 2500/- from April, 2018.
130.	Shri Glorio Fabiao Dias	H. No. 190, Zoglawado, Quepem-Goa Tel. 7038156240	5205	Rs. 2500/- from April, 2018.
131.	Shri Joe Fernandes	H. No. 658, Gorcomorod, Velim, Salcete-Goa Tel. 9930935378/2773921	5178	Rs. 2500/- from April, 2018.
132.	Smt. Maria A. F. A. Miranda	H. No. 71, Nr. St. Anthony Cross, Dramapur, Salcete-Goa Tel. 8007125952/9822715132	2772	Rs. 2500/- from April, 2018.
133.	Shri Menino X. Cardozo	H. No. 623, Pedda, Dumotem, Varca-Goa Tel. 9823711470/2772442	1551	Rs. 2500/- from April, 2018.
134.	Shri Sebastiao Simao Raposo	H. No. 438, Goddar, Macasana, Salcete-Goa Tel. 8554059801/2786853	1404	Rs. 2500/- from April, 2018.
135.	Shri Victor Anthony Cardozo	H. No. 1076/D, Casa De Felia, Palmar Grande, Bamaddo, Chinchinim, Salcete-Goa Tel. 9833902827	5055	Rs. 2500/- from April, 2018.
136.	Shri Antonio J. Piedade Gonsalves	H. No. 30/1, Ratwado, Navelim, South Goa Tel. 8806048795	5057	Rs. 2500/- from April, 2018.
137.	Shri Antonio Vicente D'Sa	H. No. 188, Piedade, Divar, Maddant, Tiswadi-Goa Tel. 7744045354/2280757	1548	Rs. 2500/- from April, 2018.
138.	Shri Lawrie H. Pereira	H. No. 135, Gomes Ward, Cavelossim, Salcete-Goa Tel. 2871690/9420297627	1544	Rs. 2500/- from April, 2018.
139.	Shri Milagres Luis Britto	H. No. 550, Mazilvaddo, Nagao, South Goa Tel. 9545333624	1406	Rs. 2500/- from April, 2018.
140.	Shri Placido Cardoso	H. No. 167, Godgal, Ambaulim, Quepem, South Goa Tel. 9527430042/9604749144	5074	Rs. 1000/- from April, 2018.
141.	Shri Richelieu Candolina Rodrigues	H. No. 281, Vaz Dourados, Ambelim, Velim, Salcete-Goa Tel. 9823586550/2773595	5157	Rs. 1000/- from April, 2018.

Department of Personnel

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Order

No. 6/11/2010-PER (part)/1777

On the recommendation of the Goa Service Board and with the approval of the Government, the transfer and posting of the following Junior Scale Officer of Goa Civil Service is ordered, with immediate effect and in public interest:-

Sr. No.	Name and present posting of the officer	Posted as
1.	Smt. Sangeeta Naik, Assistant Chief Electoral Officer	Deputy Chief Electoral Officer. She shall hold the charge of Assistant Chief Electoral Officer in addition to her own duties.

The salary of the above officer shall be debited against the Budget Head, Demand No. 06; 2015-Elections; 00-; 102-Electoral Officers; 01-Chief Electoral Officer, 01-Salaries (N.P.).

By order and in the name of the Governor of Goa.

Harish N. Adconkar, Under Secretary (Personnel-I).
Porvorim, 1st June, 2018.

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Order

No. 22/3/2015-PER/1799

Read: Order No. 22/03/2015-PER dated 17-12-2015.

Whereas on the recommendation of Local Departmental Promotion Committee held on 15-12-2015, the Governor of Goa was pleased to promote on ad hoc basis, Junior Scale Officers of Goa Police Service to the post of Senior Scale Officers of Goa Police Service in the Pay Band-3 Rs. 15,600-39,100 with grade pay of Rs. 6,600/-, with immediate effect vide order read in the preamble;

And whereas, the Local Departmental Promotion Committee had kept the recommendation of Shri Shamba M. Sawant, Dy. S. P., in the sealed cover since the disciplinary proceedings were contemplated against him;

And whereas, Shri Shamba M. Sawant, filed a Writ Petition in the Hon'ble High Court of Bombay at Goa for issue of direction to open the sealed cover;

And whereas, the Hon'ble High Court of Bombay at Goa passed an order dated 30-03-2017 in Writ Petition No. 751 of 2016 to open sealed

cover and thereafter consider the petitioner's eligibility for promotion and proceed to act in the recommendation therein by notional promotion and grant the benefits and reliefs in accordance with law;

And whereas, pursuant to the direction of Hon'ble High Court, the sealed cover was opened and in accordance with the recommendation of the Local Departmental Promotion Committee, the Government is pleased to promote Shri Shamba M. Sawant on ad hoc basis to the post of Senior Scale Officer of Goa Police Service in the Pay Band-3 Rs. 15600-39100 with grade pay of Rs. 6600/- with retrospective effect from 17-12-2015;

And whereas, the Directorate of Vigilance vide memorandum No. ACB/VIG/Com-33/2014/2860 dated 19-10-2016 issued a chargesheet to Shri Shamba M. Sawant on 19-10-2016;

And whereas, in terms of Rule 4(ii) of O. M. No. 11012/9/86-ESTT(A) dated 24-12-1986 issued by Department of Personnel and Training, Government of India, if the Officer has not completed more than one year on ad hoc service and if Disciplinary Proceedings are initiated against him within a period of one year from his ad hoc promotion, he has to be reverted back to his original position;

And whereas, considering the above mentioned, Shri Shamba M. Sawant is reverted back to the substantive post of Junior Scale Officer of Goa Police Service with effect from 20-10-2016;

Now therefore, pursuant to the above instructions, Shri Shamba M. Sawant, shall be entitled for arrears of pay and allowances for a period from 17-12-2015 to 19-10-2016.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-II).
Porvorim, 5th June, 2018.

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Order

Department of Sports & Youth Affairs

Directorate of Sports & Youth Affairs

No. SAG/ED/FA to I League Clubs/2017-18/68

Consequent upon Government approval, the following Committee is formed to review the performance of the Football Club(s) from Goa which participate in the professional League/Tournaments recognized and hosted by the All India Football Tournament seeking financial assistance from

Government/Sports Authority of Goa under the approved Scheme of the Government on the said subject.

Secretary (Sports)	— Chairman.
Director of Sports & Youth Affairs	— Member.
Executive Director, SAG	— Member.
Jt. Director (Accounts), SAG	— Member.
Jt. Director (Coaching), SAG	— Member.
Under Secretary (Finance Expenditure)	— Member.

The Committee will have powers to co-opt/invite any expert in Football to guide the committee in case there is a necessity.

The Committee will meet every six monthly to review the progress made by the Club(s).

By order and in the name of the Governor of Goa.

V. M. Prabhu Desai, Director (Sports & Youth Affairs) & Joint Secretary (Sports).

Panaji, 5th June, 2018.

Department of Transport

Directorate of Transport

Notification

No. D. Tpt/5/25/89-TPT/PF/2018/3438

In exercise of the powers conferred by sub-sections (1) and (2) of Section 68 of the Motor Vehicles Act, 1988 (Central Act 59 of 1988) read with Section 21 of the General Clauses Act, 1897 (Act No. 10 of 1987), the Government of Goa, hereby amends the Government Notification No. D. Tpt/5/25/89-TPT/PF/2017/5174 dated 23-10-2017, published in the Official Gazette, Series II No. 35, dated 30-11-2017 (hereinafter referred to as the "principal Notification") as follows, namely:-

In the Principal Notification,—

- (i) under the heading "(II) (A) Regional Transport Authority for Panaji", for the expression "Dy. Collector & SDM, Panaji" the expression "Dy. Director of Transport (North), Panaji" shall be substituted;
- (ii) under the heading "(II) (B) Regional Transport Authority for Mapusa", for the expression "Dy. Collector & SDM, Mapusa" the expression "Dy. Director of Transport (North), Panaji" shall be substituted;

- (iii) under the heading "(II) (C) Regional Transport Authority for Bicholim", for the expression "Dy. Collector & SDM, Bicholim" the expression "Dy. Director of Transport (North), Panaji" shall be substituted;
- (iv) under the heading "(II) (D) Regional Transport Authority for Pernem", for the expression "Dy. Collector & SDM, Pernem" the expression "Dy. Director of Transport (North), Panaji" shall be substituted;
- (v) under the heading "(II) (E) Regional Transport Authority for Margao", for the expression "Dy. Collector & SDM, Margao" the expression "Dy. Director of Transport (South), Margao" shall be substituted;
- (vi) under the heading "(II) (F) Regional Transport Authority for Vasco", for the expression "Dy. Collector & SDM, Vasco" the expression "Dy. Director of Transport (South), Margao" shall be substituted;
- (vii) under the heading "(II) (G) Regional Transport Authority for Quepem", for the expression "Dy. Collector & SDM, Quepem" the expression "Dy. Director of Transport (South), Margao" shall be substituted;
- (viii) under the heading "(II) (H) Regional Transport Authority for Canacona", for the expression "Dy. Collector & SDM, Canacona" the expression "Dy. Director of Transport (South), Margao" shall be substituted;
- (ix) under the heading "(II) (I) Regional Transport Authority for Dharbandora", for the expression "Dy. Collector & SDM, Dharbandora" the expression "Dy. Director of Transport (South), Margao" shall be substituted;
- (x) under the heading "(II) (J) Regional Transport Authority for Ponda", for the expression "Dy. Collector & SDM, Ponda" the expression "Dy. Director of Transport (South), Margao" shall be substituted;

This Notification shall come into force with immediate effect.

By order and in the name of the Governor of Goa.

Nikhil Desai, Director & ex officio Additional Secretary (Transport).

Panaji, 5th June, 2018.

Department of Women & Child Development

Directorate of Women & Child Development

Notification

No. 2-103(69)-2017/DW&CD/2037

Whereas vide Notification dated 18-06-2015 No. 2-103 (69)-2014/DW&CD/03577, the Government has constituted Child Welfare Committee (CWC), South Goa with term of 3 years from the date of its constitution. The term of the said committee expiring on 23-06-2018.

The Government now on recommendation of Selection Committee constituted under Juvenile Justice (Care and Protection of Children) Model Rules, 2016 (Rule 87) read with relevant provisions of Juvenile Justice (Care and Protection of Children) Act, 2015 (Section 27) herewith constitutes Child Welfare Committee, South as given below w.e.f. 22-06-2018. The CWC, South shall take over/hand over complete charge on or before 22-06-2018.

Sr. No.	Name & address of the candidates	Designation
1	2	3
1.	Ms. Lida Matilda Almeida Joao, H. No. 1001, Bainfol, Assolna, Salcete-Goa. Mobile No. 9422643930	Chairperson.
2.	Mr. Yashvantrao Balvantrao Tavde, C/o H. No. 25, Matyewada, Borim, Ponda-Goa. Mobile No. 7507711397	Member.
3.	Adv. Gopal Vishnu Malik, A/5 Mallya Apartments, Ganganagar, Curti, Ponda-Goa Mobile No. 9921893331	Member.

1	2	3
4.	Mrs. Milly Andrade, H. No. 154, Vidyanagar, Borda, Margao-Goa Mobile No. 9850749303	Member.

- The tenure of Child Welfare Committee shall be 3 years to be reckoned w.e.f. 22-06-2018.
- The non-official members are entitled to a sitting allowance of Rs. 1500/- per sitting per day subject to fulfillment of other conditions. There will be no separate TA/DA.
- The CWC, South shall have sittings as provided under Juvenile Justice (Care and Protection of Children) Act, 2015 (Section 28) and as per procedure provided under Juvenile Justice (Care and Protection of Children) Model Rules, 2016 (Rule 16).
- The CWC, South shall have office/sitting in the premises of the Apna Ghar, Mercers, Tiswadi, Goa and shall have jurisdiction over Child Care Institutions situated in South Goa.
- The CWC, South shall submit the quarterly information as per procedure provided under Juvenile Justice (Care and Protection of Children) Model Rules, 2016 (Rule 17).

By order and in the name of the Governor of Goa.

Dipak Desai, Director & ex officio Jt. Secretary,
(Women & Child Development).

Panaji, 6th June, 2018.

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